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Charles B. Welch, Jr.
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2004 JUN 16 PM 12:04

MEMPHIS EAST
1100 Ridgeway Loop Road, Suite 400
Memphis, Tennessee 38120
Telephone 901-259-7120
Facsimile 901-259-7180

Reply to
Nashville Office

June 16, 2004

Chairman Deborah Taylor Tate
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

0400176

RE: Time Warner Cable Information Services (Tennessee) LLC d/b/a Time Warner Cable
(TWCIS) Application for a Certificate of Public Convenience and Necessity to Provide
Competitive Local Exchange Services

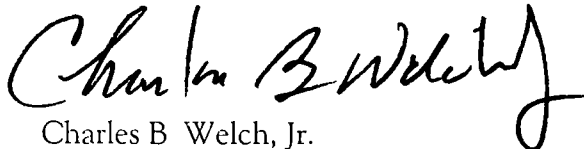
Dear Chairman Tate:

Please find enclosed for filing, an original and 14 copies of the above referenced Application
for Certificate to Provide Competing Local Exchange Services. I have enclosed our firm check in the
amount of \$25.00 to cover the filing fee. Please date stamp one copy for my records.

Thank you for your assistance regarding this matter. If you have any questions, or if I may be
of further assistance, please do not hesitate to contact me.

Very truly yours,

FARRIS MATHEWS BRANAN
BOBANGO HELLEN & DUNLAP, PLC


Charles B. Welch, Jr.

CBW/alc
Enclosures

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY**

IN RE:

**APPLICATION OF
TIME WARNER CABLE
INFORMATION SERVICES (TENNESSEE),
LLC d/b/a TIME WARNER
CABLE (TWCIS)
FOR A CERTIFICATE OF PUBLIC
CONVENIENCE AND NECESSITY TO
PROVIDE COMPETITIVE LOCAL
EXCHANGE SERVICES**

Docket No. _____

**APPLICATION FOR CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY**

Pursuant to Tennessee Code Annotated §65-4-201, et seq and Chapter 1220-4-8 of the rules of the Tennessee Regulatory Authority, Time Warner Cable Information Services (Tennessee), LLC d/b/a Time Warner Cable (hereinafter “TWCIS” or “Applicant”), by and through undersigned counsel, hereby applies to the Tennessee Regulatory Authority (hereinafter “Authority”) for a certificate of public convenience and necessity authorizing Applicant to provide competitive Internet protocol-based local, interLATA, and intrastate, interLATA voice services within the State of Tennessee. The Applicant is willing and able to comply with Tennessee Code Annotated §65-4-201, et seq. and all applicable rules and regulations applicable to the provisioning interexchange services in Tennessee.

In support of this Application, TWCIS submits the following:

I. CORPORATE INFORMATION

The full name and principal address of the Applicant is

Time Warner Cable Information Services (Tennessee), LLC
290 Harbor Drive
Stamford, Connecticut 06902
Telephone. (203) 328-0600

TWCIS is a Limited Liability Company created, organized and existing under the laws of the State of Delaware. A copy of TWCIS's Certificate of Formation is attached hereto as **Exhibit "A."** TWCIS has the requisite authority to conduct business in the state of Tennessee. A copy of its authorization is provided herein as **Exhibit "B."** In addition, an organizational chart, which sets forth the corporate structure of TWCIS, is attached hereto as **Exhibit "C."** The names and addresses of the principal corporate officers are provided in **Exhibit "D."** Currently, there are no officers in Tennessee.

II. DESIGNATED CONTACTS

All correspondence, notices, inquiries or other communications pertaining to this Application should be addressed to:

Charles B. Welch, Jr., Esq.
Farris Mathews Branano Hellen & Dunlap, PLC
618 Church St., Suite 300
Nashville, Tennessee 37219
Phone: (615) 726-1200
Fax: (615) 726-1776
E-Mail: Cwelch@farrismathews.com

Copies of all correspondence, notices, and orders pertaining to this Application should also be sent to:

Julie Patterson
Time Warner Cable Information Services
(Tennessee), LLC
290 Harbor Drive
Stamford, Connecticut 06902
Phone: (203) 328-0671
Fax: (203) 328-4840
E-Mail: Julie.patterson@twcable.com

III. APPLICANT'S MANAGERIAL, TECHNICAL, AND FINANCIAL QUALIFICATIONS

As demonstrated herein, TWCIS possesses the requisite managerial, technical, and financial qualifications to provide services for which authority is being sought

A. Managerial Qualifications

TWCIS will have sufficient managerial capability to ensure that it can provide the services for which it seeks certification. The TWCIS management team includes individuals with extensive experience in successfully developing and operating communications businesses, including local telephone businesses. Biographies of Applicant's officers and directors, which demonstrate the experience and expertise of TWCIS's management team are included in Exhibit "D."

B. Technical Qualifications

TWCIS's services will satisfy the standards established by the Authority. TWCIS will file and maintain tariffs in the manner prescribed by the Authority and will meet minimum basic standards, including quality of service and billing standards required of all local exchange carriers regulated by the Authority.

As indicated in the biographies of the principal officers (Exhibit D), two of TWCIS's officers have engineering backgrounds, and collectively, the officers have years of telecommunications expertise. TWCIS is technically capable of providing local exchange services and interexchange services in Tennessee.

C. Financial Qualifications

TWCIS will rely upon financing provided by its ultimate parent, Time Warner Inc. ("Time Warner") and Time Warner Cable Inc. ("Time Warner Cable"). TWCIS has access to sufficient capital in order to provide competitive telecommunications services in Tennessee. In support of its financial qualifications, TWCIS submits Time Warner's year-end 2003 Form 10-K, which includes Time Warner's income statements, balance sheets, and statement of cash flow for year-end 2003. A complete copy of this form is attached hereto as **Exhibit "E."** In addition, TWCIS submits financial projections for TWCIS for 2004, 2005, and 2006, including revenue,

operating expenses, and statement of cash flows. A copy of the financial projections is confidential and proprietary and attached hereto under seal as **Exhibit "F."** Based on the foregoing documents, TWCIS asserts that it has the financial resources necessary to operate as a competitive local service provider in Tennessee.

Exhibit "G," which is attached hereto contains confidential and proprietary information and is filed under seal. The exhibit outlines the capital expenditures budget for TWCIS for years 2004, 2005, and 2006, indicating the type of equipment to be purchased, cost, and sources for funding of projected capital expenditures. None of the financial information provided herein includes any revenues or expenses associated with reciprocal compensation.

Moreover, TWCIS has executed a corporate surety bond pursuant to Tennessee Code Annotated §64-4-125. A copy of this bond is attached hereto as **Exhibit "H."**

IV. AUTHORITY REQUESTED AND PROPOSED SERVICES

By this Application, TWCIS seeks authority to provide IP-based local, intraLATA, and intrastate interLATA voice services on a facilities-based and/or resale basis to residential customers in Tennessee. TWCIS intends to provide telecommunications services in the following areas of Tennessee: Memphis, Arlington, Collierville, Middleton, Whiteville, Mason, Grand Junction, Moscow, Brownsville, Stanton, Lagrange, Rosemark, Selmer, Millington, and Somerville. A map of the proposed service area is attached hereto as **Exhibit "I."**

TWCIS initially intends to offer its IP voice services to residential customers who subscribe to high-speed cable modem service of its affiliate, Time Warner Cable. TWCIS's subscribers will be able to call and be called by any other IP voice service subscriber of TWCIS. IP voice service subscribers will also have access to the public switched telephone network ("PSTN") and thus will be able to call and be called by any parties connected to the PSTN. The service will allow local calling in addition to operator services, directory assistance, white pages

directory listings, enhanced 911 services, outbound 800 toll-free calling, local number portability, and access to telephone relay services. TWCIS's proposed services will provide access to and support for the Tennessee Relay Center in the same manner as incumbent LECs and free blocking for 900 and 976 type numbers.

As noted above, TWCIS intends to use the existing cable television facilities of its affiliate, Time Warner Cable, to offer its services. TWCIS contemplates no construction, only the installation of certain equipment in existing structures. Specifically, TWCIS will install a softswitch device and associated media gateway devices in existing facilities or structures of TWCIS or its affiliates that will be used for the provision of IP voice services. In addition, TWCIS will deploy new Multimedia Terminal Adapters (i.e., voice-enabled cable modems) in the homes of customers using TWCIS's voice services as it deploys service throughout its Tennessee operating area.

TWCIS intends to offer local and interexchange service on a packaged basis, whereby customers will pay a single flat monthly rate for which they receive unlimited local, intrastate interexchange, and interstate interexchange calling. A copy of a TWCIS exemplary tariff for service in Tennessee is attached as **Exhibit "J."** The service will be offered in compliance with applicable Authority requirements for local service and intrastate interexchange service.

TWCIS will ensure that its customer service meets the needs of customers in Tennessee. The repair and maintenance telephone number for Tennessee customers is (901) 259-CABLE (259-2225). The contact person who will be responsible for resolving customer complaints is Linda Brashear.

V. ADDITIONAL REQUIREMENTS

Pursuant to Tennessee Code Annotated §65-5-212, TWCIS's small-and-minority-owned telecommunications business participation plan is attached as **Exhibit "K."** TWCIS's intraLATA toll dialing parity plan is attached as **Exhibit "L."**

TWCIS intends to comply with all of the rules and regulations of the Authority applicable to provisioning of telecommunications services in Tennessee, including those for disconnection and reconnection of service. TWCIS requests a consideration of the applicability of the Authority's requirement that applicants agree to provide Lifeline and Link-up services to qualifying citizens, as well as educational discounts in existence as of June 6, 1995. In regard to the educational discounts, TWCIS's proposed services will be offered only to residential customers. Thus, TWCIS does not intend on providing any services to schools and libraries. In addition, the Federal Communications Commission is currently considering whether and how the entire federal universal service system, inclusive of Lifeline and Link-up, should apply to providers of IP-based services. Given the uncertainty surrounding the applicability of universal service obligations to providers of IP-based services, TWCIS respectfully requests that it be exempted from these requirements

According to the Applicant's sworn pre-filed testimony, attached hereto as **Exhibit "M,"** no state has ever denied TWCIS or any of its affiliated authorization to provide intrastate service. Neither has any state ever revoked the certification of TWCIS or one of its affiliates. Furthermore, TWCIS has never been investigated or sanctioned by any regulatory authority for service or billing irregularities. TWCIS does not require customer deposits.

TWCIS will be providing service using a facilities based platform and expects to require no more than one thousand number lock per Rate Center in the first year. TWCIS will be obtaining numbers from MCI, with whom TWCIS has a wholesale relationship for purposes of

providing the proposed IP based services described herein. Accordingly, NXXs will actually be obtained by MCI and not TWCIS. TWCIS estimates the need for NANPA to provide to MCI with one thousand number block per rate center in which services are provided via a facilities based platform. TWCIS anticipates that this number will not exceed one in 2004 and not more than two in 2005.

TWCIS anticipates establishing a facilities-based footprint in the 615 and 901 NPAs during the third and fourth quarters of 2004. TWCIS will abide by all of the numbering rules established by the FCC, including sequential assignment of telephone numbers, as well as any rules established by the Authority. TWCIS will also comply with all FCC regulations concerning number resource optimization in order to conserve numbering resources. In requesting growth codes, TWCIS, through its partner MCI, will comply with all applicable FCC regulations relating to utilization thresholds. While the threshold will rise in increments of five percent (5%), current FCC regulations require that carriers achieve a seventy percent (70%) utilization prior to requesting growth codes.

TWCIS has served notice of this Application to the eighteen ILECs in Tennessee, including a statement regarding its intention of operating geographically. A certificate of service is attached as **Exhibit "N."**

With respect to Tennessee-specific operational issues, TWCIS is aware of the Tennessee County Wide Calling database maintained by BellSouth and the procedures to enter telephone numbers into the database. TWCIS is also aware of the local calling areas provided by the ILECs in its proposed service areas. As described above, TWCIS's proposed service will be billed on a flat-rate basis. Because charges will not be assessed on an individual-call basis, TWCIS can ensure that its customers will not be billed long-distance charges for calls within

metro calling areas, and will not be billed for countywide calls within Tennessee, consistent with Tennessee Code Annotated § 65-21-114.

TWCIS plans to conduct telemarketing in Tennessee. TWCIS is aware of and will comply with the telemarketing statutes and regulations found in Tennessee Code Annotated § 65-4-401 and Chapter 1220-4-11 of the Authority's regulations.

VI. GRANT OF THE REQUESTED AUTHORITY IS IN THE PUBLIC INTEREST

Grant of this Application will further the goals of the Tennessee Legislature and further public interest by expanding the availability of competitive telecommunications services in the state of Tennessee. TWCIS's proposed operations will serve the public interest by providing users of local exchange, intraLATA, and interLATA service a greater choice of providers and high-quality service, and by expanding the availability of technologically advanced communications facilities in Tennessee. TWCIS believes that its IP-based voice service will enhance the telecommunications infrastructure in Tennessee, increase choices for residential consumers, and provide incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service. For these reasons, a grant of this Application is in the public interest.

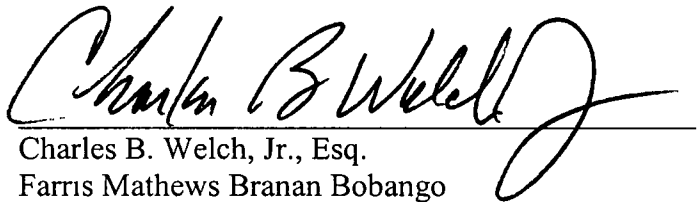
VII. REGULATORY DISCLAIMER

In recognition of the current unsettled nature of the issues surrounding the appropriate regulatory treatment of IP-based voice services such as that proposed by the Applicant, nothing in this submission should be construed as a concession or agreement by the Applicant that the services at issue in this Application constitute telecommunications services that are otherwise subject to federal or state regulation, nor that the entity or entities providing them constitute telecommunications carriers, telecommunications providers, local exchange carriers, common carriers, or other regulated entities.

VIII. CONCLUSION

WHEREFORE, in light of the foregoing, Time Warner Cable Information Services, LLC (Tennessee) respectfully requests that the Authority issue a Certificate of Public Convenience and Necessity, authorizing TWCIS to provide telecommunications services throughout the State of Tennessee as a facilities-based provider of local exchange telecommunications services and intrastate inter-exchange services

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Charles B. Welch, Jr.", written over a horizontal line.

Charles B. Welch, Jr., Esq.
Farris Mathews Branan Bobango
Hellen & Dunlap, PLC
618 Church St , Ste 300
Nashville, TN 37219
Phone: (615) 726-1200
Fax: (615) 726-1776

Attorneys for
**Time Warner Cable Information
Services (Tennessee), LLC**

Dated: June 16, 2004

EXHIBITS

A	Certificate of Formation
B	Certificate of Authority to Conduct Business in Tennessee
C	Organizational Chart
D	Names, Addresses, and Biographies of Officers
E	Time Warner, Inc. 10-K
F	TWCIS Financials (under seal)
G	TWCIS Capital Expenditures (under seal)
H	Corporate Surety Bond
I	Map of Proposed Service Area
J	Tariff
K	Small & Minority-Owned Business Plan
L	IntraLata Toll Dialing Parity Plan
M	Sworn Pre-Filed Testimony
N	Certificate of Service

EXHIBIT A

[Certificate of Formation]

**LIMITED LIABILITY COMPANY AGREEMENT
OF
TIME WARNER CABLE INFORMATION SERVICES (TENNESSEE), LLC**

This Limited Liability Company Agreement is entered into effective as of January 8, 2004 (the "Effective Date") by and between Time Warner Cable Information Services (Tennessee), LLC (the "Company"), a limited liability company organized pursuant to the Delaware Limited Liability Company Act (the "Act"), and Time Warner Entertainment Company, L.P. (TWE"), as the member of the Company (the "Member").

ARTICLE 1 - FORMATION; TERM; PURPOSE; POWERS

1.1. Formation. TWE formed the Company on January 8, 2004 pursuant to and in accordance with the Act.

1.2. Name. The name of the Company shall be Time Warner Cable Information Services (Tennessee), LLC.

1.3. Term. The term of the Company commenced on the date of filing of the Certificate of Formation with the Secretary of State of the State of Delaware and the Company shall continue in existence until dissolved in accordance with either the provisions of this Agreement or the Act.

1.4. Purpose. The purpose of the Company shall be to (a) engage in the business of providing telecommunications services in Tennessee, (b) engage in any other lawful act or activity for which limited liability companies may be organized under the Act, as determined by the Members; and, (c) engage in all activities necessary, appropriate, proper or advisable for the furtherance and accomplishment of these purposes and the protection and benefit of the Company

1.5. Powers Except as otherwise limited in this Agreement, the Act or any other applicable laws and regulations, the Company shall have the power and authority to take any and all actions necessary to or reasonably connected with the Company's business.

1.6. Executive Office. The executive office of the Company shall be located at 290 Harbor Drive, Stamford, Connecticut 06902. The Company may locate its places of business and registered office at any other place or places as the Members from time to time may determine. The Company may have other offices at such place or places as the Members may designate from time to time

1.7. Registered Office and Registered Agent The Company's registered office shall be at the office of its registered agent at Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801, and the name of its registered agent at such address shall be The Corporation Trust Company.

ARTICLE II - MEMBERS; ADDITIONAL MEMBERS; TRANSFERABILITY

2.1. Members. The names and the business mailing addresses of the members are as follows:

<u>Name</u>	<u>Address</u>
Time Warner Entertainment Company, L.P.	290 Harbor Drive Stamford, CT 06902

2.2. Admission of Additional Members. One or more additional members may be admitted to the Company with the approval of and upon such terms and conditions as the Members may determine from time to time.

2.3. Transfers. The Members' interest in the Company shall be transferable either voluntarily or by operation of law. The Members may sell, assign, convey or otherwise dispose of all or any portion of its interest in the Company. If a Member transfers less than all of its interest in the Company, the transferee shall be admitted as a member of the Company upon such terms and conditions as the Member and the transferee may agree. If a Member transfers its entire interest in the Company, the transferee shall succeed to all of the Member's rights under this Agreement and shall be admitted as a member on the effective date of the transfer without further notice to or action by any party.

ARTICLE III - CAPITAL CONTRIBUTIONS; DISTRIBUTIONS

3.1. Initial Capital Contribution. The Members have contributed, or will contribute, \$1,000 to the Company.

3.2. Additional Capital Contributions. The Members may, but shall not be obligated to, make additional capital contributions to the Company.

3.3. Distributions. The Company shall make distributions to the Members in such amounts and at such times as shall be determined by the Members from time to time in accordance with this Agreement; provided, however, that the Company shall not make any distribution unless, after such distribution is made, the assets of the Company are in excess of the liabilities of the Company.

ARTICLE IV - TAX MATTERS

4.1. Fiscal Year. The Company's fiscal year shall be the calendar year, unless the calendar year is not the required taxable year of the Company pursuant to the Internal Revenue Code of 1986, as amended (the "Code"), in which case the fiscal year of the Company shall be such required taxable year.

4.2 Tax Matters Partner. TWE is hereby designated the Tax Matters Partner as defined in Section 6231(a)(7) of the Code. All expenses incurred by TWC while acting in its capacity as Tax Matters Partner shall be paid or reimbursed by the Company.

4.3 General Tax Matters. The Tax Matters Partner shall cause the preparation and timely filing of all tax or information returns or reports required to be filed by the Company pursuant to the Code, and of all other tax returns and reports deemed necessary and required in the jurisdictions in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made as determined by the Members. The Company shall utilize the accrual method of accounting for federal income tax purposes.

ARTICLE V - MANAGEMENT

5.1. Management

(a) TWE is hereby appointed the Managing Member of the Company. The business and affairs of the Company shall be managed by or under the direction of the Managing Member and the Managing Member shall have all of the rights and powers of Members under the Act, including full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. The affirmative consent (regardless of whether written, oral or by course of conduct) of the Managing Member shall constitute the consent of all of the members for any purpose under this Agreement or the Act. Any act of the Managing Member regardless of whether such action is for the purpose of carrying on the usual business or affairs of the Company shall bind the Company, and no person or entity dealing with the Company shall have any obligation to inquire into the power or authority of the Managing Member.

(b) Notwithstanding any provision to the contrary in this Agreement, it is recognized and acknowledged that the Managing Member and employees and officers of the Managing Member and the Company are not "managers" as defined in the Act.

5.2. Liability of Members. The Members shall not be liable for the liabilities or obligations of the Company except to the extent required by the Act. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

5.3 Indemnification. The Members and officers of the Company shall not be liable, in damages or otherwise, to the Company or to any other member for any act or failure to act on behalf of the Company, which act was within the scope of the authority (if any) conferred on the Members or Company officers by this Agreement or by duly taken action of the Members, unless such act or omission constituted fraud, bad faith, gross negligence or willful misconduct. The Company agrees to indemnify and hold the Members and Company officers harmless from and against any claim, demand, loss, damage, liability or expense of any kind or nature whatsoever, including reasonable attorneys' fees incurred by or against the Members or Company officers arising from or in connection with the business of the Company, except when a final non-

appealable determination is made by a court of competent jurisdiction that the Members or Company officers acted in or with fraud, bad faith, gross negligence or willful misconduct.

5.4 Delegation of Powers; No Management by Other Persons.

(a) The Managing Member may appoint individuals with or without such titles as it may elect, including, but not limited to, the titles of President, Vice President, Treasurer, Secretary, and Assistant Secretary, to act on behalf of the Company with such power and authority as the Managing Member may delegate in writing to any such persons.

(b) Except and only to the extent expressly delegated by the Managing Member, no person or entity other than the Managing Member shall be an agent of the Company or have any right, power or authority to transact any business in the name of the Company or to act for or on behalf of or to bind the Company.

5.5 Employees of the Company. The Managing Member shall devote such time to the Company business as it, in its sole discretion, shall deem to be necessary to manage and supervise the Company business and affairs; but nothing in this Agreement shall preclude the employment, at the expense of the Company, of any agent or third party to manage or provide other services in respect of the Company business or property subject to the control of the Managing Member.

ARTICLE VI - DISSOLUTION

6.1. Dissolution. The Company shall be dissolved and its affairs wound up at such time as may be determined by the Members. Upon dissolution, the Company shall cease the carrying on, as distinguished from the winding up, of its business and affairs. Upon dissolution the Company shall not terminate, however, but shall continue until the winding up of its affairs has been completed and a certificate of cancellation has been filed with the Delaware Secretary of State.

6.2 Distribution of Assets Upon Dissolution. Upon the winding up of the Company, the Company shall discharge all of its liabilities, including liabilities to the Members if they are a creditor, either by payment or by establishing appropriate reserves for payment thereof. The Company assets and properties shall be sold or distributed in kind in connection therewith as determined by the Members in its discretion. Any remaining Company assets or properties shall be distributed to the Members.

6.3. Certificate of Cancellation. Upon completion of the winding up of the Company, a certificate of cancellation shall be filed with the Delaware Secretary of State in accordance with the Act

ARTICLE VII - MISCELLANEOUS

7.1. Inconsistencies with the Act; Severability. To the fullest extent possible, this Agreement shall govern even if inconsistent with, or different than, the provisions of the Act or any other law or rule. If any provision of this Agreement or the application thereof to any person

or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

7.2. Governing Law. This Agreement shall be governed by the internal laws of the State of Delaware without regard to the conflicts of law principles thereof.

7.3. No Third Party Beneficiaries. Except as otherwise expressly provided herein, the members intend and agree that no person shall be a third party beneficiary of this Agreement. No provision of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or any member. Any agreement to make any contribution or to otherwise pay any amount and any assumption of liability, express or implied, contained in this Agreement, shall be only for the benefit of the members and their respective permitted successors and assigns, and such agreements and assumptions shall not inure to the benefit of the obligees under any Company indebtedness or to any other person or entity.

7.4. Amendments This Agreement may be amended only by a written instrument executed by all Members.


7.5. Definitions Generally. Definitions in this Agreement apply equally to both the singular and plural forms of the defined terms. The words “include” and “including” shall be deemed to be followed by the phrase “without limitation” when such phrase does not otherwise appear. The terms “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. The section titles appear as a matter of convenience only and shall not affect the interpretation of this Agreement. All section, paragraph or clause references not attributed to a particular document shall be references to such parts of this Agreement.

[The remainder of this page is intentionally left blank.]

The parties have executed this Limited Liability Company Agreement effective as of the Effective Date.


COMPANY:

TIME WARNER CABLE INFORMATION SERVICES
(TENNESSEE), LLC
by Time Warner Entertainment Company, L.P.,
Managing Member,

By: 
Name: Gerald D. Campbell
Title: Senior Vice President, Voice, Cable Group

MEMBERS:

TIME WARNER ENTERTAINMENT COMPANY, L.P.,
Member,

By: 
Name: Gerald D. Campbell
Title: Senior Vice President, Voice, Cable Group

TIME WARNER CABLE INFORMATION SERVICES (TENNESSEE), LLC

ACTION OF THE MANAGING MEMBER
BY WRITTEN CONSENT

January 8, 2004

The undersigned, being the Managing Member of Time Warner Cable Information Services (Tennessee), LLC, a Delaware limited liability company (the "Company"), pursuant to its authority under Article 5.4 of the Limited Liability Company Agreement of the Company, dated as of January 8, 2004, does hereby adopt the following resolutions by written consent:

RESOLVED, that the following persons be, and they hereby are, elected to hold the offices set forth opposite their respective names, effective as of January 8, 2004, to serve in such capacity in accordance with the Limited Liability Company Agreement and as otherwise set forth herein until such persons are removed or replaced by the Managing Member in accordance with Article 5.4 of the Limited Liability Company Agreement or until their earlier resignation:

Carl U. J. Rossetti	President
Robert Barlow	President, Midsouth Group
Gerald D. Campbell	Senior Vice President
Gail L. Allaman	Senior Vice President, Tax
Julie Patterson	Secretary
Curtis Kriner	Treasurer
David A. Christman	Assistant Secretary
Warren McDonald	Assistant Treasurer

RESOLVED, that the officers of the Company be, and each of them hereby is, authorized to take such action related to such matters as to which such officer has authority and which such officer shall deem necessary or appropriate to facilitate the operations of the business of the Company, including without limitation, executing contracts, agreements, guarantees, powers of attorney, and other documents and instruments on behalf of the Company; and it is

RESOLVED, that all of the acts heretofore taken by the respective officers of the Company and the Company's duly authorized employees, agents and representatives in carrying out and promoting the purposes, objectives and interests of the Company from the time of formation to date be, and hereby are, approved ratified and made the acts and deeds of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Consent effective as of the date herein.

TIME WARNER ENTERTAINMENT COMPANY, L.P.,
Managing Member,

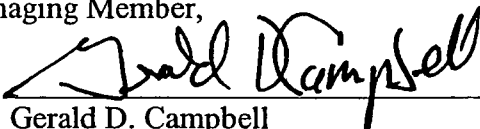
By: 
Gerald D. Campbell
Senior Vice President, Voice, Cable Group

EXHIBIT B

[Certificate of Authority to Conduct Business in Tennessee]

State of Tennessee



Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR
CERTIFICATE OF AUTHORITY
(Limited Liability Company)

RECEIVED
STATE OF TENNESSEE
For Office Use Only
2004 JAN 26 PM 12:53
FILED
TENNISSE
SECRETARY OF STATE

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of § 48-246-301 of the Tennessee Limited Liability Company Act, the undersigned hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth

1 The name of the Limited Liability Company is Time Warner Cable Information Services (Tennessee), LLC

If different, the name under which the certificate of authority is to be obtained is: N/A

NOTE: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign Limited Liability Company if its name does not comply with the requirements of §48-207-101 of the Tennessee Limited Liability Company Act. If obtaining a certificate of authority under an assumed Limited Liability Company name, an application must be filed pursuant to §48-207-101(d).

2. The state or country under whose law it is formed is: Delaware

3. The date of its organization is 1/12/2004 (must be month, day and year)

4. The complete street address (including zip code) of its principal office is:

c/o Time Warner Cable Income Tax Dept., 7910 Crescent Executive Drive, Suite 56, Charlotte, NC 28217
Street City/State Zip Code

5 The complete street address (including the county and the zip code) of its registered office in Tennessee

c/o C T Corporation System, 530 Gay Street, Knoxville, Knox County, TN 37902
Street City/State County Zip Code

The name of its registered agent at that office is: C T Corporation System

6 The number of members at the date of filing One

7 If the limited liability company commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) N/A

NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of the Limited Liability Company records in the state or country under whose law it is organized. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.

January 8, 2004

Signature Date

Senior Vice President

Signer's Capacity

Time Warner Cable Information Services (Tennessee), LLC

Name of Limited Liability Company

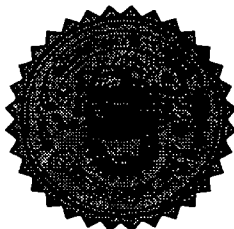
Signature

Gerald D. Campbell

Name (typed or printed)

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "TIME WARNER CABLE INFORMATION SERVICES (TENNESSEE), LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWELFTH DAY OF JANUARY, A.D. 2004.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3751372 8300

AUTHENTICATION: 2864434

040020090

DATE: 01-12-04

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 01/26/04
REQUEST NUMBER: 5013-2064
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 01/26/04 1253
EFFECTIVE DATE/TIME: 01/26/04 1253
CONTROL NUMBER: 0461933

TO:
CFS INC
8161 HWY 100-172
NASHVILLE, TN 37221

RE:
TIME WARNER CABLE INFORMATION SERVICES (TENNESSEE), LLC
APPLICATION FOR CERTIFICATE OF AUTHORITY -
LIMITED LIABILITY COMPANY

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED LIMITED LIABILITY COMPANY
CERTIFICATE OF AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED
ABOVE.

A LIMITED LIABILITY COMPANY ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF
STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE
LIMITED LIABILITY COMPANY'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN
ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH WRITTEN NOTIFICATION. THIS OFFICE
WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE LIMITED
LIABILITY COMPANY AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING
ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO
MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE LIMITED LIABILITY
COMPANY TO ADMINISTRATIVE REVOCATION OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE
REFER TO THE LIMITED LIABILITY COMPANY CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -
LIMITED LIABILITY COMPANY

ON DATE: 01/26/04

FROM:
CFS
8161 HIGHWAY 100
#172
NASHVILLE, TN 37221-0000

RECEIVED: FEES \$300.00 \$0.00
TOTAL PAYMENT RECEIVED: \$300.00

RECEIPT NUMBER: 00003409921
ACCOUNT NUMBER: 00101230



Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

State of Tennessee



Department of State

Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR REGISTRATION
OF ASSUMED
LIMITED LIABILITY COMPANY NAME

RECEIVED
STATE OF TENNESSEE
For Office Use Only

2004 JAN 8 PM 12:53
FILED
RILEY DARNELL
SECRETARY OF STATE

Pursuant to the provisions of § 48-207-101 (d) of the Tennessee Limited Liability Company Act, the undersigned Limited Liability Company hereby submits this application:

1. The true name of the Limited Liability Company is _____

Time Warner Cable Information Services (Tennessee), LLC

2. The state or country of organization is Delaware

3. The Limited Liability Company intends to transact business under an assumed Limited Liability Company name _____

4. The assumed Limited Liability Company name the Limited Liability Company proposes to use is.

Time Warner Cable

NOTE. The assumed Limited Liability Company name must meet the requirements of § 48-207-101 of the Tennessee Limited Liability Company Act.

January 8, 2004

Signature Date

Secretary
Signer's Capacity

Time Warner Cable Information Services (Tennessee), LLC

Name of Limited Liability Company

Julie Patterson

Signature

Julie Patterson

Name (typed or printed)

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 01/26/04
REQUEST NUMBER: 5013-2067
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 01/26/04 1253
EFFECTIVE DATE/TIME:
CONTROL NUMBER: 0461933

TO:
CFS INC
8161 HWY 100-172
NASHVILLE, TN 37221

RE:
TIME WARNER CABLE
APPLICATION FOR REGISTRATION OF ASSUMED NAME -
LIMITED LIABILITY COMPANY

THIS WILL ACKNOWLEDGE THE FILING OF THE ATTACHED DOCUMENT WITH AN EFFECTIVE
DATE AS INDICATED ABOVE.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE
REFER TO THE LIMITED LIABILITY COMPANY CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR REGISTRATION OF ASSUMED NAME -
LIMITED LIABILITY COMPANY

ON DATE: 01/26/04

FROM:
CFS
8161 HIGHWAY 100
#172
NASHVILLE, TN 37221-0000

RECEIVED: FEES \$20.00 \$0.00
TOTAL PAYMENT RECEIVED: \$20.00

RECEIPT NUMBER: 00003409924
ACCOUNT NUMBER: 00101230



Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

EXHIBIT C

[Organizational Chart]

e

Time Warner Cable Information Services (Tennessee), LLC

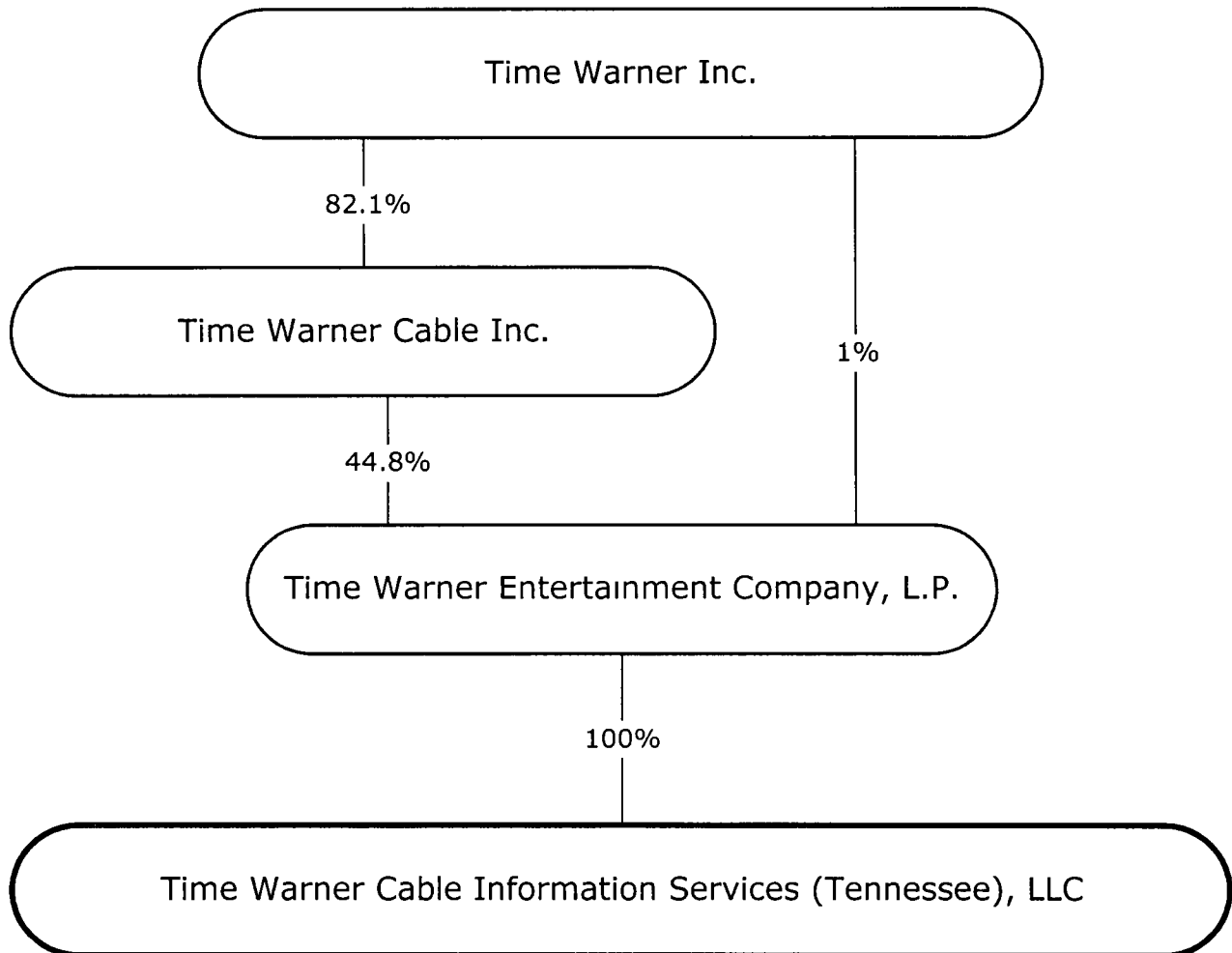


EXHIBIT D

[Names, Addresses and Biographies of Officers]

TECHNICAL AND MANAGERIAL ABILITY

The Applicant will rely on the individuals identified in the following bios for technical and managerial support in providing services in Tennessee as described in this application. Through arrangements with its affiliate Time Warner Cable, TWCIS will have sufficient managerial and technical capability to ensure that TWCIS can provide the services for which it seeks certification. The management teams at Time Warner Cable, based in Stamford, Connecticut and Memphis, Tennessee, include individuals with extensive experience in successfully developing and operating communications businesses, including local telephone businesses. Moreover, Time Warner Cable possesses the internal managerial resources to support its Tennessee operations. Certain persons that are part of the management teams at Time Warner Cable will also be officers of TWCIS. Their expertise in telecommunications makes the Time Warner Cable management team well-qualified to construct and operate facilities on behalf of TWCIS. In addition, the officers and management of Time Warner Cable also have the technical expertise, developed through designing, constructing, and operating telecommunications networks, to provide the proposed services. Specific technical experience of officers and management of TWCIS can be found below. Further information concerning Directors and Officers of Time Warner Entertainment, L.P., a parent of both Time Warner Cable and the Applicant, can be found beginning at page 35 of the attached 10K.

BIOGRAPHICAL SKETCHES OF TIME WARNER CABLE INFORMATION SERVICES (TENNESSEE), LLC MANAGEMENT

Carl Rossetti, President

**290 Harbor Drive
Stamford, CT 06902**

Carl Rossetti is President of TWCIS (Tennessee) and Executive Vice President of Time Warner Cable, a position he has held since 1998. Mr. Rossetti joined Time Warner Cable in 1976 and has held numerous management positions, including Division President of Time Warner Cable's Portland, Maine Division and interim CEO of Road Runner, the high-speed online service delivered through cable modems and over the cable television infrastructure. In this position, Mr. Rossetti was responsible for overall strategic planning to grow the business and maintain Road Runner's commitment to providing premier high-speed access service. Mr. Rossetti has also served as Time Warner Cable's Senior Vice President of Corporate Development, where he managed and oversaw all of the company's international investments, negotiated non-cable and vendor agreements including acquisitions, mergers and disposition of assets. Additionally, Mr. Rossetti served as Interim CEO of Time Warner Telecom, where he helped initiate Time Warner Cable's efforts to branch into the competitive local exchange business.

Bob Barlow, President Time Warner Cable—Memphis, Tennessee

6555 Quince

Suite 400

Memphis, TN 38119

Bob Barlow has been in the cable industry and with Time Warner Cable for 24 years. Mr. Barlow assumed the position of President of Time Warner Cable's Mid South (Memphis) Division in February 2003. Previously, he was Time Warner Cable's first Division President in the Desert Cities, California Division, which began operations in November 1999. Prior to that, Mr. Barlow was part of Time Warner Cable's Tampa Bay, Florida Division, where he was the Vice President and General Manager of the Pinellas County Region, serving 325,000 subscribers, and Vice President of Finance. He also served as the Vice President of Finance of the Indianapolis Division of Time Warner Cable and held various management positions in finance at the Time Warner Cable corporate offices in Denver. Mr. Barlow holds a Bachelor Degree and Masters of Business Administration from Indiana University.

Gerald D. Campbell, Senior Vice President

290 Harbor Drive

Stamford, CT 06902

Gerald Campbell is currently Time Warner Cable's Senior Vice President, Voice, responsible for developing the company's IP voice business. Mr. Campbell brings to Time Warner nearly 30 years of experience in the cable and telephone industries. Mr. Campbell spent nearly ten years with Comcast Communications in senior management roles and developed and built the company's voice business in the United Kingdom. Prior to joining Comcast, Mr. Campbell held executive positions with Cablevision of Boston and Warner Communications.

Sam Howe, Senior Vice President-Marketing

290 Harbor Drive

Stamford, CT 06902

Sam Howe is Senior Vice President of Marketing for Voice Services at Time Warner Cable. He is responsible for the development, roll out and management of all marketing initiatives for Time Warner Cable's IP based voice service called Digital Phone. Prior to joining Time Warner Cable, Mr. Howe operated his own company, Howe Strategic, where he provided marketing, planning and business development consultation to companies in the media industry. Mr. Howe's telephone experience was acquired in the United Kingdom from 1993-1998, where he spent three years as Senior Vice President of TeleWest plc, a leading telecommunications company providing cable television,

telephone and ISP services. Prior to that Howe spent two years as Group Director of marketing at SBS Cablecomms, Inc. a 50/50 partnership between Cox Communications Inc. and Southwestern Bell Inc. Mr. Howe began his career working in the cable industry and eventually spent nine years at Cox Communications, Inc. where he held various positions in finance and marketing. Mr. Howe holds a B.A. from Bowdoin College in Brunswick, Maine and a MBA from the Kellogg Graduate School of Management at Northwestern University.

Liliane Zreik, Vice President—Engineering

**290 Harbor Drive
Stamford, CT 06902**

Liliane Zreik started her career with NYNEX Corp (now Verizon), where she became responsible for developing and introducing new telephone services leveraging advanced technologies such as automatic speech recognition and intelligent networking. She was a key member of the team responsible for implementing LNP and 3rd party access for NYNEX. Ms. Zreik initiated and drove the solutions marketing effort for Sonus Networks, a softswitch vendor, and was a key executive for BB2W, a startup company that deployed 802.11-based wireless high speed access. Ms. Zreik also led implementations of new technologies in call centers. In addition to her extensive technical experience, Ms. Zreik was a high yield bond analyst covering cable and technology for an investment firm. Ms. Zreik holds an MBA from Harvard University, a Master in Electrical Engineering from Cornell University, and a BSEE from Syracuse University.

Julie Patterson, Secretary

**290 Harbor Drive
Stamford, CT 06902**

Julie Patterson is Senior Counsel of Time Warner Cable in Stamford, Connecticut. After practicing communications law in private practice, Ms. Patterson served as an Attorney Advisor in the Common Carrier Bureau of the Federal Communications Commission, where she worked on issues relating to local telephone competition, the deployment of broadband services, Bell Operating Company section 271 applications, and communications and media mergers. Ms. Patterson has a B.A. degree from the University of Pennsylvania and a J.D. degree from the College of William and Mary

EXHIBIT H

[Corporate Surety Bond]

PERFORMANCE BOND
(Annual Form)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
One Tower Square 3PB, Hartford, CT 06183

Bond No 10064830204015

KNOW ALL MEN BY THESE PRESENTS

THAT WE, TIME WARNER CABLE INFORMATION SERVICES (TENNESSEE), LLC, as Principal,
and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, licensed to do business in the State of TN, as Surety,
are held and firmly bound unto

TENNESSEE REGULATORY AUTHORITY
460 James Robertson Parkway, Nashville, TN 37243-0505 (Obligee), in the
penal sum of Twenty Thousand and 00/100 Dollars (\$ 20,000 00),
lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and
Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally,
firmly by these presents

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a
certain written Contract with the above named Obligee, effective the _____ day of _____,
_____, and terminating the _____ day of _____, _____, for

telecommunication service provider _____ and more fully
described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein
by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set
out below

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully
perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and
void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee
subject to the following express condition.

Notwithstanding the provisions of the Contract, the term of this bond shall apply from 5/19/2004, until
5/19/2005, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the
Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself
constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the
Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in
no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the
Surety as supplements thereto.

Sealed with our seals and dated this 19th day of May, 2004

Kelly A. Baker
Witness

Linda J. Smith
Witness

TIME WARNER CABLE INFORMATION SERVICES
(TENNESSEE) LLC

[Signature]

TRAVELERS CASUALTY AND SURETY COMPANY OF
AMERICA

Karen Daniel
Karen Daniel, Attorney-in-Fact

Agreed and acknowledged this _____ day of _____, _____

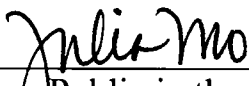
By _____
Obligee

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 19th of May 2004, before me, Julia Mo, a Notary Public, within and for said County and State, personally appeared Karen Daniel to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois
County of Cook



**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062**

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: Thomas J. Joslin, Christine Marotta, Jim Cuthbertson, Karen Daniel, Kathleen J. Mailes, Linda Iser, Mary C. O'Leary, Sandra Martinez, Susan A. Welsh, Susan J. Preiksa, Geoffrey E. Heekin, Robert E. Duncan, Patricia Thurmond, Jennifer L. Jakaitis, Joanne M. Slowik, of Chicago, Illinois, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of Travelers' statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.

EXHIBIT J

[Tariff]

**TARIFF SCHEDULE APPLICABLE TO
PACKAGED LOCAL AND INTEREXCHANGE
DIGITAL PHONE SERVICES OF**

TIME WARNER CABLE INFORMATION SERVICES (TENNESSEE), LLC

By: Julie Patterson
Secretary, Time Warner Cable Information Services (Tennessee), LLC
290 Harbor Drive, Stamford, CT 06902

CHECK SHEET

Current pages in this tariff are as follows:

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
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2	Original	21	Original
3	Original	22	Original
4	Original	23	Original
5	Original	24	Original
6	Original	25	Original
7	Original	26	Original
8	Original	27	Original
9	Original	28	Original
10	Original	29	Original
11	Original	30	Original
12	Original	31	Original
13	Original	32	Original
14	Original	33	Original
15	Original	34	Original
16	Original	35	Original
17	Original	36	Original
18	Original	37	Original
19	Original	38	Original

By Julie Patterson
Secretary, Time Warner Cable Information Services (Tennessee), LLC
290 Harbor Drive, Stamford, CT 06902

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By: Julie Patterson
Secretary, Time Warner Cable Information Services (Tennessee), LLC
290 Harbor Drive, Stamford, CT 06902

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By: Julie Patterson
Secretary, Time Warner Cable Information Services (Tennessee), LLC
290 Harbor Drive, Stamford, CT 06902

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By: Julie Patterson
Secretary, Time Warner Cable Information Services (Tennessee), LLC
290 Harbor Drive, Stamford, CT 06902

SYMBOLS USED IN THIS TARIFF

- C – To Signify a Change in Rate Schedule or Term or Condition
- D – To Signify a Discontinued Rate or Term or Condition
- I – To Signify an Increased Rate
- M – To Signify Text Moved from Another Tariff Location; But No Change in Rate or Term or Condition
- N – To Signify a New Rate or Term or Condition
- R – To Signify a Reduced Rate
- T – To Signify a Change in Text or Regulation; But No Change in Rate or Term or Condition

By. Julie Patterson
Secretary, Time Warner Cable Information Services (Tennessee), LLC
290 Harbor Drive, Stamford, CT 06902

APPLICATION OF TARIFF

The Company's Digital Phone Service is offered solely to residential Customers who are subscribers to Time Warner Cable's cable modem service. Customers may subscribe for Service under a flat-rate plan that will provide unlimited, non-usage-sensitive, non-time-of-day-sensitive local and long distance calling throughout the continental United States. Service, features and functions will be provided where Company facilities, including, but not limited to, billing and technical capabilities, are available.

Applicant will offer Digital Phone Service to its high-speed cable modem data customers in, following areas of Tennessee. Memphis, Arlington, Collierville, Middleton, Whiteville, Mason, Grand Junction, Moscow, Brownsville, Stanton, Lagrange, Rosemark, Selmer, Millington, and Somerville. to the extent that it has facilities available in those communities.

1. TECHNICAL TERMS AND ABBREVIATIONS.

1.1 Explanation of Abbreviations and Acronyms.

Cont'd – Continued

TRA –Tennessee Regulatory Authority

IXC – Interexchange Carrier

ICO – Independent Company

ICE – Independent Company Exchange

LATA – Local Access and Transport Area

LEC – Local Exchange Company

MTS – Message Telecommunication Service

NPA – Numbering Plan Area

PIC – Primary Interexchange Carrier

TDD – Telephone Device for the Deaf

TRS – Telecommunications Relay Service

1.2 Definition of Terms.

Commission (TRA): Tennessee Regulatory Authority

Company: Time Warner Cable Information Services (Tennessee), LLC, d/b/a Time Warner Cable

By: Julie Patterson
Secretary, Time Warner Cable Information Services (Tennessee), LLC
290 Harbor Drive, Stamford, CT 06902

Completed: A call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.

Customer: The person, firm, corporation, or other entity which orders Service and is responsible for payment of charges due and compliance with the Company's tariff regulations. This term also includes a person who was a Customer of the Company within the past 30 days and who requests Service at the same or different location.

Customer-Provided Equipment (CPE): Equipment provided by the Customer for use with the Company's Services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

End User: Any Customer that is not a carrier, except that a carrier (other than a telephone company) shall be deemed to be an "End User" when such carrier uses the Company's Service for administrative purposes.

Digital Phone Service: The provision to the Customer of access to the Company's Internet Protocol voice network and the public switched telephone network for the purpose of sending and receiving calls. This access is achieved through the use of Time Warner Cable's facilities.

Message: A completed telephone call.

Nonrecurring Charge: A one-time charge made under certain conditions to recover all or a portion of the cost of installing facilities or providing Service.

Recurring Charge: The monthly charge to the Customer for Services, facilities and equipment, which continue for the agreed upon duration of the Service.

Service: Any Digital Phone Service(s) provided by the Company under this tariff.

Termination of Service: Discontinuance of both incoming and outgoing Service.

User: A Customer, or any other person authorized by a Customer to use Service provided under this tariff.

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2 RULES AND REGULATIONS.

2.1 Undertaking of the Company.

2.1.1 Regulatory Compliance

In compliance with TRA orders, Company agrees to abide by the Tennessee Billing Practice Standards as found in Docket No. 120,408-U, and successive dockets for local services provided under this tariff. Services provided by Company will also be subject to the assessment of fees to support the Tennessee Universal Service Fund ("TUSF"). The fee will be determined by the TUSF Administrator.

2.1.2 Application of Tariff

- A. This tariff sets forth terms and conditions applicable to the furnishing of the Digital Phone Service defined herein offered by the Company within the State of Tennessee. Digital Phone Service is furnished for the use of End Users in placing and receiving calls within the State of Tennessee.
- B. When Services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the service or facilities furnished by it.
- C. When Services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's Services and facilities.
- D. This tariff applies only for the use of the Company's Services within the State of Tennessee. This includes the use of the Company's network to complete an end-to-end call within the State of Tennessee and to obtain access to the intrastate and interstate Toll Call services offered by the Company

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- E. The provision of Digital Phone Service defined herein is subject to regulations specified in this tariff and may be revised, added to, or supplemented by superseding issues.

2.1.3 **Shortage of Equipment or Facilities**

The furnishing of Service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and technical capabilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from carriers to furnish Service from time to time as required at the sole discretion of the Company.

2.1.4 **Terms and Conditions.**

- A. Digital Phone Service is offered strictly as an optional feature only to residential customers subscribing to Time Warner Cable's high-speed cable modem data service. Applicants for Service from the Company are solely responsible for arranging and paying for the installation of Time Warner Cable cable modem service. Customers are responsible for maintaining Time Warner Cable cable modem service and for paying all charges associated with such service as and when due. Digital Phone Service is not supported by an in-home back-up power source, and if the electrical provider and/or Company's cable network or facilities are not operating, the Digital Phone Service, including the ability to access emergency 911 services, will not be available. The Company accepts no responsibility for Service outages due to the non-availability at the Customer's premises of Time Warner Cable cable modem service.
- B. Digital Phone Service may not be compatible with home security systems and, in order to maintain any necessary alarm monitoring functions.
- C. Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- D. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in

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this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company

- E. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- F. Service may be terminated upon written notice to the Customer if the Customer is using the Service in violation of this tariff or the law.
- G. This tariff shall be interpreted and governed by the laws of the State of Tennessee without regard for its choice of laws provision.
- H. Application for Service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures are governed by the terms adopted by the Tennessee Regulatory Authority.

2.2 **Limitations.**

2.2.1 **Indemnification.**

- A. The Company shall not be liable for any claims for loss or damages involving:
 - 1. Any act or omission of (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with Services or facilities provided by the Company, or (c) common carriers or warehousemen;
 - 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other natural catastrophes, national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties, criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities

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provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof,

3. Any unlawful or unauthorized use of the Company's facilities and Services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or Services, or by means of the combination of Company-provided facilities or Services with Customer-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Section 2.2,
7. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected, to the Company's facilities;

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9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company,
 10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
 11. Any act, omission or network condition resulting in the non-availability of 911, E911, or similar services for any reason including, without limitation and by way of example only, due to any failure of the Company's system, interruption of Time Warner Cable cable modem service or interruption of electric service to Customer's premises (Digital Phone Service is not supported by an in-home back-up power source);
 12. Any non-completion of calls due to network busy conditions or network failures;
 13. Any calls not actually attempted to be completed during any period that Service is unavailable; and/or
 14. Blockages by other providers of services on the public switched network.
 15. Any damage to a Customer's home alarm monitoring system resulting from use of that system with the Digital Phone Service. Digital Phone Service may not be compatible with home alarm monitoring systems.
- B. The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, insinuated, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or

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indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer equipment or facilities or Service provided by the Company.

- C. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- D. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- E. Except as otherwise stated in this tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- F. The Company is not liable for any errors and omissions in local directories. In cases where a specific charge has been made for a directory listing, the Company shall not be liable for any such error or omission beyond the amount of such charge
- G. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- H. The Company will not be liable for any charge incurred when any long distance (Toll Call) carrier or alternative operator service provider accepts third-number billed or collect calls

2.3 **Liability of the Company.**

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2.3.1 **General**

- A. Except as otherwise stated in this tariff, liability of the Company for damages arising out of either (1) the furnishing of its Services, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following
- B. Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service, including the inability to access emergency 911 services during any such failure, or any failure in or breakdown of facilities associated with the Service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

2.4 **Service Availability**

2.4.1 **Notification of Service-Affecting Activities.**

The Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' Services. No specific advance notification period is applicable to all Service activities. The Company will work cooperatively with the Customer to

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determine the reasonable notification requirements. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from a loss of power or cable damage, notification to the Customer may not be possible.

2.4 2 Provision of Equipment and Facilities.

- A. The Company shall use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.
- D. Equipment the Company provides or installs at the Customer's premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which the Company provided it. The service address associated with an emergency 911 call is the authorized address where the Digital Phone Service is originally provided, and Customer's movement of the equipment installed by the Company from the original service location will result in the identification of emergency 911 calls from the original service location. Access to emergency 911 services will therefore be limited if the Company-provided equipment is moved from the original service location.
- E. The Customer may be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer or User when the Service difficulty or trouble

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reported results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer or User.

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer- or User-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-Provided Equipment or for the quality of, or defects in, such transmission, or
- 2 the reception of signals by Customer-Provided Equipment

2 4.3 Ownership of Facilities.

Title to all facilities provided in accordance with this tariff remains in the Company, its affiliates, agents or contractors.

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2.5 Obligations of the Customer.

2.5.1 General.

A. The Customer shall be responsible for:

1. the payment of all applicable charges pursuant to this tariff;
2. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User, or by the noncompliance by the Customer or any User with these regulations, or by fire or theft or other casualty on the Customer's or any User's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
3. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of lines, facilities and associated equipment used to provide Digital Phone Service to the Customer from the Customer's property line to the location of the equipment space described above. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service,
4. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
5. making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

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2.5.2 Prohibited Activities and Uses

- A. The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require a Customer or User immediately to shut down its transmission of signals if said transmission is causing interference to others.
- C. A Customer or User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for Services provided pursuant to this tariff. Such a transfer will be treated as a disconnection of existing Service and installation of new Service.

2.5.3 Claims

With respect to any Service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or either of their employees, agents, representatives or invitees; or
- B. any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of this tariff.

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2.6 Customer Equipment and Channels.

2.6 1 General.

A User may transmit or receive information or signals via the facilities of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but, except as otherwise specifically stated in this tariff, the Company does not guarantee that its Services will be suitable for purposes other than those described herein.

2.6 2 Station Equipment.

- A. Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's point of connection.
- B. The Customer is responsible for ensuring that Customer-Provided Equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. All such Customer-Provided Equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- C. The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-Provided Equipment, or for misdirected calls, disconnects or other Service problems caused by the use of Customer-Provided Equipment

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2.6.3 Interconnection of Facilities.

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of this tariff and the tariff of the other communications carriers which are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-Provided Equipment in accordance with the provisions of this tariff.

2.6.4 Inspections.

If the protective requirements for Customer-Provided Equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm.

2 7 Interruption of Service.

2.7.1 General.

- A Upon Customer request, the Company will credit a Customer's account for Service interruptions that are not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. Before requesting a credit, the Customer will take reasonable steps to verify that the trouble could not have been prevented by the Customer and is not in the Customer's wiring or equipment. For purposes of computing a credit, a month consists of 720 hours. The Company will credit the Customer's account at the rate of

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1/720th of the monthly charge for each full hour of any interruption. In addition, for Service interruptions greater than eight (8) consecutive hours, the Company will credit the Customer's account in an amount equal to the price of one month of Service.

B. No credit allowance will be made for:

1. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, User, or other common carrier providing service connected to the Service of the Company;
2. interruptions due to the negligence of any person other than the Company, including but not limited to, the Customer or other common carriers connected to the Company's facilities;
3. interruptions due to the failure or malfunction of non-Company equipment;
4. interruptions of Service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
5. interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis;
6. interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; and
7. interruption of Service due to circumstances or causes beyond the control of the Company.

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2.8 **Payment Arrangements.**

2.8.1 **Payment.**

The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer and to all Users authorized by the Customer.

2.8.2 **Billing and Collection of Charges**

- A. All Customer bills are due and payable upon receipt. A bill shall be deemed delinquent if payment thereof is not received by the Company or is not postmarked on or before the tenth (10th) day after mailing of the bill to the customer. If any portion of the payment is received in funds which are not immediately available, then a late payment penalty may be assessed by the Company, calculated at the maximum monthly rate specified under Tennessee law.
- B. The Company may impose a charge for each check returned for nonpayment by a bank. The Company will furnish proof of the bank charge upon request.

2.8.3 **Disputed Bills.**

If the Customer has a complaint, has a question about, or seeks to dispute charges, on the bill, the Customer should contact the Company at the address, telephone number, or e-mail address provided on the bill. If the Customer is not satisfied with the Company's response, the Company will advise the Customer of the formal and informal procedures available before the Tennessee Regulatory Authority.

2.8.4 **Discontinuance of Service.**

- A. If payment is not received within thirty (30) days of the due date, a disconnect notice will be sent to the Customer. If payment still has not been received within forty-five (45) days of the due date, then a notice of possible service interruption will be sent to the Customer. If payment has not been received within seventy-five (75) days of the due date then a final

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written notice will be sent, and after ninety (90) days following the due date, service will be interrupted, and the account will be disconnected.

B. If the Customer's account is disconnected due to non-payment, Services may be reconnected only by paying all past due amounts, and a reconnection fee may apply.

C. Customers are eligible to receive the Digital Phone service by virtue of being a Time Warner Cable video service and/or high-speed data service customer in good standing. Should the Customer fail to maintain the video services and/or high-speed data services account(s) in good standing, then the Customer will no longer be eligible to receive the Digital Phone service and may be subject to disconnection.

2.9 **Taxes and Other Charges.**

The Customer may be responsible for payment of any federal, state or local sales, use, gross receipts, access or other taxes, charges, surcharges (however designated), franchise and permit fees, and all taxes, fees, and other exactions imposed on the Company or its Services by governmental jurisdictions, other than taxes imposed generally on the Company's net income.

2.10 **Qualification as Residential Usage.**

The Company provides Digital Phone Service for residential use only. The Company will determine whether the Customer's proposed use is residential based on the character of the use to be made of the Service. Service is intended for reasonable residential usage by residential customers. Limitations may apply to an excessive number of calls during a fixed period, heavy usage during business hours, heavy usage concentrated over consecutive days, or usage that may be deemed to be business use. Service will not be provided where the proposed use will primarily or substantially consist of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, the use will be considered residential if installed in a residence.

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2.11 Use of Customer's Service by Others.

2.11.1 Residence Customers

Services provided hereunder are provided solely for the use of the Customer and members of the Customer's household, except for occasional use of such Services by visitors and house guests. Customers may not resell such Service to a third party for any form of compensation

2.11.2 Transfers and Assignments.

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company. Transfer of all or a portion of a Customer's account, the Digital Phone Service or the Company's equipment by the Customer to any other person or entity, or to a new residence or other location, is prohibited. The address associated with an emergency 911 call is the authorized address where the Digital Phone Service is originally provided, and movement of the Company-supplied equipment from the original service location will result in the identification of emergency 911 calls from the original service location. Access to emergency 911 services will be limited if the voice-enabled cable modem is moved from the original service location.

2.12 Cancellation of Service.

If a Customer cancels a service order or terminates Services before the completion of the term for any reason whatsoever other than a Service interruption (as defined in Section 2.7), the Customer agrees to pay to the Company:

- A. all nonrecurring charges as specified in this tariff, plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus

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- C. 65% of all recurring charges specified in this tariff for the balance of the then-current term

2.13 Notices and Communications.

All notices or other communications required to be given pursuant to this tariff will be delivered via e-mail and first-class mail. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.14 Special Construction and Special Arrangements.

2.14.1 Special Construction.

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction and special arrangements may be undertaken on a reasonable-efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this tariff, or for the provision of Service on an expedited basis or in some other manner different from the normal tariff conditions.

2.14.2 Basis for Charges.

Where the Company furnishes a facility or Service for which a rate or charge is not specified in this tariff, charges will be based on the costs incurred by the Company and may include:

- nonrecurring charges,
- recurring charges,
- termination liabilities, or
- combinations thereof.

The agreement for special construction will ordinarily include a minimum Service commitment based upon the estimated service of the facilities provided.

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2.14.3 Termination Liability.

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

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3. **SERVICE DESCRIPTION.**

3.1 **Digital Phone Service**

3.1.1 **General.**

A. Description --

1. Digital Phone Service provides a connection to the Company's Digital Phone network which enables the Customer to:
 - a. place and receive calls (including incoming facsimile transmissions) to and from other subscribers to the Company's Digital Phone Service and on the public switched telephone network;
 - b. access the Company's intrastate, interstate and international Digital Phone Service;
 - c. access the operator service and business office for Service related assistance, access toll-free telecommunications services such as 800 toll-free calling, and access E-911 service for emergency calling; and
 - d. originate calls to the Telecommunications Relay Service (TRS) that enables hearing or speech-impaired persons using Telephone Devices for the Deaf (TDDs) or similar devices to communicate with the hearing population not using TDDs and vice versa. A Customer will be able to access the state provider to complete such calls
- 2 Digital Phone Service is not supported by an in-home back-up power source, and if electrical power and/or Time Warner Cable's cable modem service are not operating, the Digital Phone Service, including the ability to access emergency 911 services, will not be available.
3. Digital Phone will operate with monitored security systems. However, Digital Phone does not include back-up power and, as is the case with

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an electric-powered home cordless phone, should there be a power outage, Digital Phone will not be available. The Company does not install, support, or service monitored security systems. In the event that the Company installs and configures Digital Phone with Customer's home security system, Customer must contact the provider of the alarm monitoring services in order to test the compatibility of the alarm services with Digital Phone. The Company will not be responsible for the cost of conducting any tests or configuring your alarm monitoring system.

- B. The rates and charges as quoted in Section 4 for Digital Phone Service entitle the Customer to make calls within Tennessee without paying a toll charge.
- C. The provision of Digital Phone Service at the rates and charges and terms and conditions shown is subject to the provisions of other sections of this tariff.

3.1.2 **Digital Phone Service**

A. General

the Digital Phone Service provides customers with access to the Digital Phone Service as described herein, including the ability to place and receive calls (including incoming facsimile transmissions) to and from other subscribers to the Company's Digital Phone Service and on the public switched telephone network and the functionality described in Section 3.1.1 herein.

B. Custom Calling Features

Custom Calling Features in (1)–(3) below are included at no additional charge as part of the Company's Digital Phone Service described in this Tariff. Accordingly, there are no monthly recurring charges associated with the features set forth below.

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1. Call Waiting

When a Customer is making a Call, a short spurt of tone signals the Customer that an incoming call is waiting. The tone is heard only by the Call Waiting Customer, while the incoming caller hears a regular ringing signal. Flashing the switchhook holds the first call while the second is answered

2. Caller ID

Allows a Caller ID display unit to display the name and number of incoming calls.

3. Call Waiting with Caller ID

When a Customer is talking on the telephone, allows a Caller ID display unit to display the number of an incoming call. A Customer-provided visual display unit is required to interact with this feature.

3.2 **Miscellaneous Digital Phone Services.**

3.2.1 **General.**

A. Terms and Conditions

1. The features in this section are included in the Company's Digital Phone Service offering.
2. All features are provided subject to availability: Features may not be available with all classes of Service. Transmission levels may not be sufficient in all cases.

3.2.2 **Operator Services.**

A. Directory Assistance Service

By Julie Patterson
Secretary, Time Warner Cable Information Services (Tennessee), LLC
290 Harbor Drive, Stamford, CT 06902

Directory Assistance Service (411) is furnished upon Customer request for assistance in determining telephone numbers. Customers will be charged for all requests, including requests for listings that are not found.

B. Directory Assistance Call Completion Service

Directory Assistance Call Completion Service provides a Customer calling Directory Assistance with the option of having the call to the last requested number completed. A service message will inform the Customer that he or she may be connected to the requested number automatically for a specified additional charge.

3.2.3 **Directory Listing Services.**

The alphabetical directory is a list of names that includes information essential to the identification of the listed party and facilitates the use of the directory. The Company reserves the right to refuse to publish listings which, in the judgment of the Company, are considered inappropriate.

A. Additional and Foreign Listings.

1. Additional Listings are provided in addition to the main listing on a telephone service. Additional Listings may be used to help locate another individual in addition to the main listed person in a dual name listing.
2. Customers may request a Foreign Listing, which is a listing entered in the alphabetical list of a directory other than that in which the Customer is regularly listed.

B. Nonlisted Service.

At the request of the Customer, any one or all of the Customer's listings normally published in the alphabetical directory will be omitted from the directory but listed in the information records available to the general public.

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C. Nonpublished Service.

1. The numbers of Nonpublished Service are not listed in the telephone directory or in the information records available to the general public.
2. Nonpublished information may be released to emergency service providers, to Customers who subscribe to Company offerings which require the information to provide Service and/or bill their clients, or, to Customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or numbers may also be delivered to Customers on a call-by-call basis

D. Extended Referral

Upon disconnection of a line the Customer may request an extended announcement referring the caller to the Customer's new number for up to three months from the date of disconnect

3.3 **Message Telecommunications Service**

3.3.1 **General.**

Subscribers to the Digital Phone Service will be entitled to place calls to any location within the continental United States (including the State of Tennessee, as described in this tariff, but not including the States of Alaska and Hawaii) without incurring any toll charges. Customers will be billed for calls to Alaska and Hawaii, and for international calls, in accordance with separate arrangements between the Customer and the Company.

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4. **RATES.**

4.1 **Rates.**

4.1.1 **Service Connection and Related Charges.**

A. General.

- 1 Nonrecurring charges will apply to Customer requests for connecting, moving, or changing Service. These charges are in addition to any other scheduled rates and charges that would normally apply under this tariff
2. Charges for the connection, move, or change of Service may apply for work being performed during the Company's normal business hours. If the Customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based on the additional costs involved
3. Changes in location of the Customer's Service from one premises to another may be treated as new Service connections with the appropriate Service Charges applying.
- 4 Connections, moves, or changes of Service that are incidental to connections, moves, or changes of Time Warner Cable high-speed modem data service will not be subject to charges under this Schedule of Rates, but may be subject to charges imposed by Time Warner Cable pursuant to the cable modem subscriber agreement.
5. A Service Connection Charge will apply when a party already subscribing to Time Warner Cable high-speed cable modem data service requests establishment of Digital Phone Service. No Service Connection Charge will apply in the case of a party requesting the initial simultaneous establishment of both Time

By: Julie Patterson
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Warner Cable high-speed cable modem data service and Digital
Phone Service.

B. Rates and Charges. (To Be Determined "YBD")

Nonrecurring Service Connection Charge \$TBD

4.1.2 **Digital Phone Service Monthly Charges.**

A. Digital Phone Service—Package A

1. Customers subscribing to Time Warner Cable video television service \$TBD

2. Customers not subscribing to Time Warner Cable video television service \$TBD

4.1.3 **Directory Assistance Service**

A. Terms and Conditions

1. Directory Assistance charges apply on a per call basis, with a maximum of two requested telephone numbers allowed per call.

2. A Customer who cannot use telephone directories because of physical or mental limitations may obtain an exemption from Directory Assistance Service charges.

3. Charges do not apply for up to fifty (50) calls per billing cycle from lines serving individuals with disabilities. To obtain such exemption, the Customer shall provide the name, address, telephone number and nature of the limitation for each individual requiring the exemption. Information contained on the exemption records shall be treated as confidential by the Company. The Customer shall notify the Company when the need for an exemption no longer exists.

B. Rates and Charges

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- 1 Per Request \$TBD
- 4.1.4 **Directory Assistance Call Completion Service.**
- A. Terms and Conditions.
1. Directory Assistance Call Completion Service is furnished only where facilities are available. Directory Assistance charges and, if applicable, normal usage charges apply in addition to a Directory Assistance Call Completion Service charge.
 2. When a caller requests more than one number from Directory Assistance, Directory Assistance Call Completion Service is offered only for the last number requested.
 3. The Directory Assistance Call Completion Service charge applies only to calls actually completed.
 4. The Directory Assistance Call Completion Service charge will be credited for completion of calls to the wrong number, incomplete connections or calls with unsatisfactory transmission.
 5. The Directory Assistance Call Completion Service charge does not apply to disabled persons who are exempt from the Directory Assistance charge pursuant to this tariff.
- B. Rates and Charges.
1. Per Completed Call \$TBD
- 4.1.5 **Operator Service**
- A. General.
1. Calls may be completed or billed with live or mechanical assistance by the Company's operator center.

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2. Calls may be billed collect to the called party, to an authorized third party number, or to the originating line. Calls may be placed on a station-to-station basis, or to a specified party (Person-to-Person) or designated alternate
3. Charges for operator services will be credited to the Customer for calls completed to a wrong number, for incomplete connections, or for calls with unsatisfactory transmission.
4. When the Customer requests an operator to dial the called number, an Operator Dialed Surcharge will apply in addition to the applicable Service charge as set forth below.

B. Rates and Charges.

- | | | |
|----|---------------------------------------|------------------|
| 1. | Operator Placed Direct Call | \$ TBD per call |
| 2. | Collect Call Surcharge | \$ TBD per call |
| 3. | Person-to-Person Surcharge | \$ TBD per call |
| 4. | Operator Calls per minute extra rate | \$TBD per minute |
| 5. | Busy Line Verification Service Charge | \$ TBD per call |
| 6. | Emergency Interrupt Service Charge | \$TBD per call |

4.1.6 **Nonlisted Service.**

A. Terms and Conditions.

The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly by the publication of a listing which the Customer has requested be omitted from the telephone directory or the disclosing of

By Julie Patterson
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such a listing to any person. Where such a listing is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular Nonlisted Service.

B. Rates and Charges.

- | | | |
|----|---------------------|-------|
| 1. | Nonrecurring Charge | \$TBD |
| 2. | Monthly Charge | \$TBD |

4.1.7 **Nonpublished Service**

A. Terms and Conditions.

1. The customer may be subject to nonrecurring and monthly recurring charges, as specified below, for Nonpublished Service.
2. Incoming calls to Nonpublished Service will be completed only when the calling party places the call by telephone number. The Company will adhere to this condition notwithstanding any claim made by the calling party.
3. No liability for damages arising from publishing the telephone number of Nonpublished Service in the telephone directory or disclosing the telephone number to any person shall attach to the Company. Where such number is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the Nonpublished Service.
4. The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a nonpublished telephone number upon request or by the publication of the number of a Nonpublished Service in the telephone directory or disclosing of such number to any person.

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B. Rates and Charges

- | | | |
|----|---------------------|-------|
| 1. | Nonrecurring Charge | \$TBD |
| 2. | Monthly Charge | \$TBD |

4.2 **Miscellaneous Rates**

4.2.1 **Service Change Charges**

Service Change Charges apply per line when a Customer requests a change in existing Service.

- A. Telephone Number Change – A charge may apply to each Customer-requested change in telephone number.
- B. Directory Listing Change Charge – A charge may apply to each Customer-requested change in directory listing.
- C. Rates and Charges -
- | | | |
|----|-----------------------------------------------------|-------|
| 1. | Nonrecurring Charge for
Telephone Number change | \$TBD |
| 2 | Nonrecurring Charge for
Directory Listing change | \$TBD |

4.2.2 **Change of Responsibility.**

A. Terms and Conditions.

When acceptable to the Company, an applicant may supersede Service of an existing Customer where an arrangement is made by the Customer and the applicant to pay all outstanding charges against the Service. The applicant must also make arrangements to become a Time Warner Cable

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cable modem service customer. No non-recurring Service connection charge will be due from the applicant under this Tariff if the applicant becomes a Time Warner Cable cable modem service customer and a Customer for Service provided under this Tariff at the same time.

4.3 Promotional Offerings.

From time to time, the Company may engage in promotional offerings or trials designed to attract new Customers, to stimulate usage, to test potential new services, and/or to increase existing Customer awareness of the Company's services. In connection with those promotional offerings or trials, the Company may offer special rate incentives and waive all or in part the Installation/Move Charges and/or service and equipment charges. These offerings may be limited to certain services, dates, times of day and/or locations determined by the Company.

4.4 Employee Rates.

The Company may offer special rates or rate packages to its employees or employees of its affiliates.

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EXHIBIT K

[Small & Minority-Owned Business Plan]

TIME WARNER CABLE INFORMATION SERVICES, LLC.

SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN

Pursuant to T.C.A. § 65-5-212, as amended, Time Warner Cable Information Services, LLC ("TWCIS") submits this small and minority-owned telecommunications business participation plan (the "Plan") along with its Application for a Certificate to provide telecommunications services in Tennessee.

I. PURPOSE

The purpose of § 65-5-212 is to provide opportunities for small and minority-owned businesses to provide good and services to telecommunications service providers. TWCIS is committed to the goals of § 65-5-212 and to taking steps to support the participation of small and minority-owned telecommunications businesses in the telecommunications industry. Charter will endeavor to provide opportunities for small and minority-owned telecommunications businesses to compete for contracts and subcontracts for goods and services. As part of its procurement process, TWCIS will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to TWCIS of such opportunities. Moreover, TWCIS will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

II. DEFINITIONS

Minority-Owned Business Minority-owned business as defined in § 65-5-212 shall mean a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls daily operations of such businesses and who is implied from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than \$4,000,000.

Small Business. Small Business shall mean a business with annual gross receipts of less than \$4,000,000.

III. ADMINISTRATION

The TWCIS Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting TWCIS's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with § 65-5-212 and the rules and orders of the Tennessee Regulatory Authority.
- (2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan.
- (3.) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.
- (4) Serving as the primary liaison to the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in § 65-5-212.
- (5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.
- (6) Providing records and reports in any authorized surveys as required by the TRA.
- (7) Establishing a record-keeping system to track qualified small and minority owned businesses and efforts to use such business.
- (8) Providing information and educational activities to persons within TWCIS and training to seek, encourage, and promote the use of small and minority-owned businesses.

In performance of the duties, the Administrator will utilize a number of resources, including.

Chambers of Commerce

The Tennessee Department of Economic and Community Development

Small Business Administration, Office of Minority Business

The National Minority Supplier Development Counsel

The National Association of Women Business Owners

The National Association of Minority Contractors

Historically Black Colleges, Universities and Minority Institutions

The efforts to promote and ensure opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production and deadline requirements.

TWCIS will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, TWCIS will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan.

TWCIS will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, TWCIS will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.

Time Warner Cable Information Services, LLC

By Charles B. Webb Jr. atty.

Dated: June 15, 2004

EXHIBIT L

[IntraLata Toll Dialing Parity Plan]

TOLL DIALING PARITY PLAN

INTRODUCTION

Time Warner Cable Information Services (TN), LLC, d/b/a Time Warner Cable ("TWCIS"), will initiate the process that will give end user customers the opportunity to designate a carrier for their intraLATA toll call traffic within all the exchanges in which FDN will provide local exchange telecommunications services in State of Tennessee. IntraLATA toll calls will automatically be directed to the designated carrier without the customer having to dial an access code.

This Plan will be implemented upon the offering of IP voice services by TWCIS after the TRA grants such authority

POLICIES

TWCIS will be offering a bundle of local and long distance voice services, but its partner, MCI, will deploy two-PIC (Primary Interexchange Carrier) technology in its switch. This technology will enable the customer to presubscribe to the same or a different carrier for their intraLATA and/or interLATA service.

Appropriate tariffs will be revised and filed in accordance with this plan.

TWCIS will offer customers the ability to access all participating carriers by dialing the appropriate access code (101XXXX).

All eligible TWCIS end user telephone line numbers will be presubscribed and should have a PIC associated with them

TWCIS will treat all carriers on a non-discriminatory basis and will maintain a list of available toll carriers and keep it updated. Customers may call FDN's toll-free telephone number whereby customers may speak with TWCIS customer contact representative and hear a list of available carriers.

TWCIS will comply with all anti-slamming provisions of the FCC and TRA

CARRIER INFORMATION

Interexchange carriers will have the option of offering intraLATA service only or intraLATA and interLATA service.

Interexchange carriers will have the option of participating in all market areas or in a specific market area.

Interexchange carriers may be required to return a completed Non-Disclosure Agreement and Participating Agreement(s).

TWCIS will not participate in billing disputes for intraLATA service between alternative competing interexchange carriers and their customers.

TWCIS representatives will not initiate or accept three-way calls from alternative interexchange carriers to discuss presubscription.

Carriers wishing to participate will be requested to submit Access Service Requests/Translation Questionnaires to the Access Tandem owner and to TWCIS and/or MCI

CALL ELIGIBILITY/TOLL DIALING PLAN

A local service customer of TWCIS will have calls routed according to the following plan:

If a FDN Customer Dials	The Call is Handled By/Routed To
911	PSAP on originating line number
411/555-1212	FDN Directory Assistance Operator
0-	FDN Operator
0 + intraexchange number	IntraLATA Toll Provider
1 + 7 or 10 digits	IntraLATA Toll Provider
0 + 7 or 10 digits interexchange number	InterLATA Toll Provider
101XXXX + 0-	XXXX Carrier
101XXXX + 0 + 7 or 10 digits	XXXX Carrier
101XXXX + 7 or 10 digits	XXXX Carrier

If a TWCIS customer originates a call to a carrier Operator by dialing 0-, the call will be routed to the PIC on that customer's line. If the customer originates a call to a carrier Operator by dialing an access code (e.g., 101XXX + 0-), the call will be routed to the XXXX carrier. In both cases, the carrier's switch is responsible for routing this call to the carrier's Operator or to an announcement.

NETWORK INFORMATION

All originating intraLATA traffic will initially be routed via the incumbent Local Exchange Carrier (LEC) Access Tandem(s). Following conversion, direct trunks between the FDN switch and the interexchange carrier location(s) may be provisioned where traffic volumes warrant.

Interexchange carriers will be subject to such network specifications as shall be imposed by TWCIS' underlying carrier, MCI. TWCIS disclaims responsibility for any such specifications. TWCIS will not participate in disputes regarding any such network

specifications between alternative competing interexchange carriers and FDN's underlying carrier(s).

TWCIS will route all originating intraLATA traffic to the designated carrier and will only block traffic at the request of the end user customer and/or in compliance with regulatory requirements. Requests from carriers to block traffic or to remove customers from their network will not be honored. Calls that cannot be completed to a carrier will be routed to an announcement.

CUSTOMER CONTACT INFORMATION

TWCIS customer contact representatives will process customer initiated PIC selections to TWCIS or to an alternative intraLATA carrier. Carriers will have the option of allowing the TWCIS representative to process PIC requests on their behalf.

TWCIS will not ballot or allocate their customer base. At the time of conversion, all customers will be "PIC'd" to TWCIS unless another carrier is chosen by the particular customer.

TWCIS will accept as a bona fide PIC a selection of "NO PIC" as a choice. TWCIS will rely upon its underlying carrier, MCI, to ensure that "NO PIC" customers will have access code dialing capability to reach participating intraLATA carriers.

TWCIS customer contact representatives will not comment on a customer's choice of its intraLATA PIC when the customer contacts TWCIS to change the PIC. TWCIS customer contact representatives will respond to customer inquiries about intraLATA carriers in a competitively neutral fashion. If a customer requests information relating to carriers other than TWCIS, a list of participating carriers will be read to that customer in random order by FDN representatives.

If the intraLATA toll carrier selected by the customer permits TWCIS to process orders on its behalf, TWCIS will accept the PIC change request. If the customer selects an intraLATA toll carrier that does not allow TWCIS to process PIC changes on its behalf, TWCIS will provide the customer with the carrier's toll-free number (if provided by the carrier).

TWCIS will not discuss alternative carrier rates or services and will not provide customers with Carrier Identification Codes or access code dialing instructions.

PRESUBSCRIPTION INFORMATION

No PIC change charge will be incurred and billed to a TWCIS customer for eligible lines where a PIC change is made.

Alternative interexchange carriers may submit PIC changes to TWCIS, through its underlying carrier, MCI, via a fax/paper interface.

TWCIS, through MCI, will process intraLATA PIC selection in the same manner and under the same intervals of time as intraLATA PIC changes.

While TWCIS plans to incorporate Customer Account Record Exchange (CARE) record processing in the future, TWCIS currently uses direct customer request instead of CARE record processing for changes to long distance providers to reduce the risk of slamming.

EXHIBIT M

[Sworn Pre-Filed Testimony]

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY**

In the Matter of the Application of
Time Warner Cable
Information Services (Tennessee), LLC
For a Certificate of Public Convenience
and Necessity to Provide
Competitive and Long Distance Service

PRE-FILED TESTIMONY OF JULIE PATTERSON

I, Julie Y. Patterson, do hereby testify as follows in support of the application of Time Warner Cable Information Services (Tennessee), LLC d ("TWCIS") for a Certificate of convenience and necessity as a competing telecommunications services provider to provide telecommunication services throughout the State of Tennessee.

Q: Please state your full name, business address, and position.

A: My name is Julie Y. Patterson. I am Secretary of TWCIS. In addition, I am Assistant General Counsel for Time Warner Cable, Inc., which, along with Time Warner, Inc., is an ultimate parent of TWCIS. My business address is 290 Harbor Drive, Stamford, Connecticut 06902.

Q: Please briefly describe your duties.

A: On behalf of TWCIS, I am responsible for regulatory compliance at the state and federal level. As Assistant General Counsel at Time Warner Cable, I am responsible for all telecommunications regulatory matters relating to voice and telecommunications products offered by Time Warner Cable.

Q: Are all statements in TWCIS's application true and correct to the best of your knowledge, information and belief?

A: Yes

Q: Please describe the current corporate structure of TWCIS.

A: TWCIS is a limited liability company created, organized, and existing under the laws of the State of Delaware. A copy of TWCIS's Certificate of Formation is

provided as Exhibit A to its application. TWCIS has the requisite authority to transact business in the state of Tennessee, and we have provided a copy of its authorization as Exhibit B to the application. Finally, an organizational chart, which sets forth the corporate structure of TWCIS, is attached as Exhibit C to its application.

Q: Does TWCIS possess the requisite managerial, financial, and technical abilities to provide the services for which it has applied for authority?

A: Yes. TWCIS possesses the requisite managerial, technical, and financial qualifications to provide the services for which authority is being requested.

Q: Please describe TWCIS's financial qualifications.

A: TWCIS will rely upon financing provided by its ultimate parents, Time Warner Inc. ("Time Warner") and Time Warner Cable Inc. ("Time Warner Cable"). TWCIS has access to sufficient capital in order to provide competitive voice services in Tennessee. In support of its financial qualifications, TWCIS has submitted as Exhibit E to its application Time Warner's year-end 2003 Form 10-K, which includes Time Warner's income statements, balance sheets, and statement of cash flows for year-end 2003. Exhibit F to the application includes financial projections for TWCIS for 2004, 2005, and 2006, including income statements, balance sheets, and statement of cash flows. TWCIS thus asserts that it has the financial resources necessary to operate as a competitive local service provider in Tennessee.

Exhibit G to the application sets forth a capital expenditures budget for TWCIS for 2004, 2005, and 2006 indicating the type of equipment to be purchased, cost, and sources for funding of projected capital expenditures. None of the financial information provided includes any revenues or expenses associated with reciprocal compensation.

In addition, pursuant to Tenn. Code Ann. § 65-4-125, a corporate surety bond is provided as Exhibit H to TWCIS's application.

Q: Please describe TWCIS's managerial and technical qualifications.

A: TWCIS will have sufficient managerial capability to ensure that TWCIS can provide the services for which it seeks certification. The TWCIS management team includes individuals with extensive experience in successfully developing and operating communications businesses, including local telephone businesses. Specific managerial experience of TWCIS's officers and managers is described in the biographies included as Exhibit D to the application.

TWCIS's services will satisfy the minimum standards established by the Tennessee Regulatory Authority ("TRA"). TWCIS will file and maintain tariffs in the manner prescribed by the TRA and will meet minimum basic local standards, including quality of service and billing standards required of all local exchange carriers ("LECs") regulated by the TRA.

As noted in the biographies of principal officers in Exhibit D to the application, two of TWCIS's officers have engineering backgrounds, and collectively the officers have years of communications expertise. Thus, TWCIS is technically qualified to provide local exchange and interexchange service in Tennessee.

Q: What services will TWCIS offer?

A: TWCIS seeks authority to provide IP-based local, intraLATA, and intrastate interLATA voice services on a facilities-based and/or resale basis to customers in Tennessee.

TWCIS initially intends to offer its IP voice services only to residential customers who subscribe to the high-speed cable modem service of its affiliate, Time Warner Cable. TWCIS's subscribers will be able to call and be called by any other IP voice service subscriber of TWCIS. IP voice service subscribers will also have access to the public switched telephone network ("PSTN") and thus will be able to call and be called by any parties connected to the PSTN. The service will allow local calling in addition to operator services, directory assistance, white pages directory listings, enhanced 911.

Q: Will TWCIS offer service to all consumers within its service area?

A: Eventually, yes. As noted above, TWCIS will initially offer service only to residential customers who subscribe to Time Warner Cable's high-speed cable modem service. Thereafter, TWCIS will offer services to all customers in its service area where TWCIS has the facilities and technical capability to provide the proposed services. TWCIS intends to provide communications services in the following areas of Tennessee: Memphis, Arlington, Collierville, Middleton, Whiteville, Mason, Grand Junction, Moscow, Brownsville, Stanton, Lagrange, Rosemark, Selmer, Millington, and Somerville. A map of TWCIS's proposed service area is attached as Exhibit I to its application.

Q: Does TWCIS plan to offer local exchange telecommunications services in areas served by any incumbent local exchange company with fewer than 100,000 total access lines?

A: No.

Q: Will the granting of a certificate of convenience and necessity to TWCIS serve the public interest?

A: Yes. Grant of a certificate of convenience and necessity to TWCIS will further the goals of the Tennessee Legislature and further the public interest by expanding the availability of competitive communications services in the state of Tennessee. TWCIS's proposed operations will serve the public interest by providing users of local exchange, intraLATA, and interLATA service a greater choice of providers and high-quality service, and by expanding the availability of technologically advanced communications facilities in Tennessee. TWCIS believes that its IP-based voice service will enhance the communications infrastructure in Tennessee, increase choices for residential consumers, and provide incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service. For these reasons, a grant of TWCIS's application is in the public interest.

Q: Does TWCIS intend to comply with all TRA rules, statutes, and orders pertaining to the provision of telecommunications services in Tennessee, including those for disconnection and reconnection of service?

A: Yes. TWCIS intends to comply with all TRA rules, statutes, and orders pertaining to the provision of telecommunications services in Tennessee, including those for disconnection and reconnection of service. However, TWCIS has requested waiver of the TRA's requirement that applicants agree to provide Lifeline and Link-up services to qualifying citizens, as well as educational discounts in existence as of June 6, 1995. With respect to educational discounts, TWCIS's proposed service will be offered only to residential customers, so TWCIS will not offer service to schools and libraries at all. In addition, the Federal Communications Commission is currently considering whether and how the entire federal universal service system – including Lifeline and Link-up – should apply to providers of IP-based services. Given the uncertainty surrounding the applicability of universal service obligations to providers of IP-based services, TWCIS has respectfully asked to be exempted from these requirements. **NEED TO WORK ON THE LIFELINE ISSUES**

Q: Has any state ever denied TWCIS or one of its affiliates authorization to provide intrastate service?

A: No.

Q: Has any state ever revoked the certification of TWCIS or one of its affiliates?

Q: Has TWCIS or one of its affiliates ever been investigated or sanctioned by any regulatory authority for service or billing irregularities?

A: No.

Q: Who is knowledgeable about TWCIS's operations and will serve as TWCIS's regulatory and customer service contact?

A: TWCIS will ensure that its customer service meets the needs of customers in Tennessee. The repair and maintenance telephone number for Tennessee customers is (901) 259-CABLE (259-2225). Linda Brashear is the contact person who will be responsible for resolving customer service issues. I will be responsible for regulatory matters.

Q: Please explain in detail TWCIS's proposed procedures for responding to information requests from the TRA and its staff.

A: TWCIS intends to cooperate fully with the TRA and its staff, including providing prompt responses to all inquiries and requests for information. I will work closely with the Memphis, TN operations to ensure that any request for information or customer complaint filed with the TRA is handled and responded to efficiently, promptly, and completely. Customer complaints and TRA requests for information or questions should be forwarded to me, and I will coordinate with TWCIS' local operations and then provide the TRA with complete and prompt responses to its inquiries.

Q: Does this conclude your testimony?

A: Yes.

I swear that the foregoing testimony is true and correct to the best of my knowledge.



Julie Y. Patterson

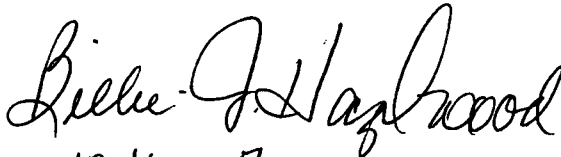
Secretary

Time Warner Cable Information Services (Tennessee), LLC

Subscribed and sworn to me on this 24 day of June, 2004.

Notary Public

State of Nebraska
County of Lancaster



My commission expires 10-16-07.

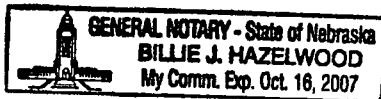


EXHIBIT N

[Certificate of Service]

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 16th day of June 2004, a true and correct copy of the foregoing was forwarded via U S Mail, first class postage prepaid, to the following incumbent local exchange telephone companies:

Ardmore Telephone Company, Inc
P O. Box 549
517 Ardmore Avenue
Ardmore, TN 38449

BellSouth Telecommunications, Inc.
333 Commerce Street
Nashville, TN 37201-3300

Century Telephone of Adamsville
P.O. Box 405
116 N Oak Street
Adamsville, TN 38310

Century Telephone of Claiborne
P.O. Box 100
507 Main Street
New Tazewell, TN 37825

Century Telephone of Ooltewah-Collegedale,
Inc.
P.O. Box 782
5616 Main Street
Ooltewah, TN 37363

Citizens Communications Company of
Tennessee
P.O. Box 770
300 Bland Street
Bluefield, WV 24701

Citizens Communications of the Volunteer State
P.O. Box 770
300 Bland Street
Bluefield, WV 24701

Loretto Telephone Company, Inc
P.O. Box 130
Loretto, TN 38469

Millington Telephone Company, Inc.
P.O. Box 429
4880 Navy Road
Millington, TN 38083-0429

Sprint-United
112 Sixth Street
Bristol, TN 37620

TDS Telecom-Concord Telephone Exchange,
Inc.
P.O. Box 22610
701 Concord Road
Knoxville, TN 37933-0610

TDS Telecom-Humphreys County
Telephone Company
P.O. Box 552
203 Long Street
New Johnsonville, TN 37134-0552

TDS Telecom-Tellico Telephone Company,
Inc.
P.O. Box 9
102 Spence Street
Tellico Plains, TN 37385-0009

TDS Telecom-Tennessee Telephone
Company
725 Pellissippi Parkway, Suite 230
Knoxville, TN 37932

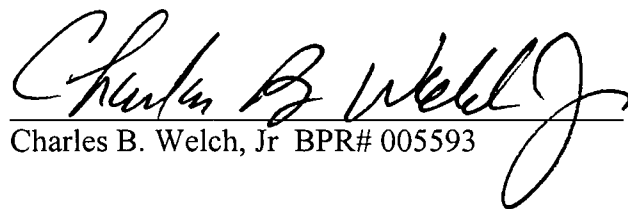
TEC-Crockett Telephone Company, Inc.
P.O. Box 7
Friendship, TN 38034

TEC-People's Telephone Company, Inc.
P.O. Box 310
Erin, TN 37061

TEC-West Tennessee Telephone Company, Inc.
P.O. Box 10
244 E. Main Street
Bradford, TN 38316

United Telephone Company
P.O. Box 38
120 Taylor Street
Chapel Hill, TN 37034

FARRIS MATHEWS BRANAN
BOBANGO HELLEN & DUNLAP PLC



Charles B. Welch, Jr BPR# 005593